SUPREME COURT OF THE UNITED STATES.

No. 137.

ROBERT MARSHALL

vs.

SUSAN G. BEALL.

ON APPEAL FROM THE CIRCUIT COURT U. S. FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF WASHINGTON.

INDEX.

	Original.	Print.
Appeal bond	1	1
Citation	2	1
Style of court	4	2
Parties	4	2
Bill of complaint	5	2
Marriage contract, Rob't Marshall and Ann Berry	11	5
Will of Ann T. Beall	12	6
Deed of 1st May, 1824, Rob't Marshall and ux., to Susan C. Beall	15	8
Do. 27th Aug., 1823, do. do.	19	10
Order for injunction	22	12
Injunction bond	23	13
Answer of Susan G. Beall	24	13
General replication	24	15
Bill of interpleader	27	16
Demurrer to bill of interpleader	34	20
Cause set for hearing	35	20
Decree	35	21
Appeal prayed	37	22
Clerk's certificate and seal	37	22

J. & G. S. Gideon, printers.

Copy appeal bond.

Know all men by these presents that we, Robert Marshall, Richard H. Marshal, and James Brown, of Prince George's, in the State of Maryland, and George Parker, of the city of Washington, in the District of Columbia, are held and firmly bound unto Susan G. Beall, of the county of Washington, in the District of Columbia, in the full and just sum of two hundred dollars, current money, to be paid to the said Susan G. Beall, *his* certain attorney, executors, administrators, or assigns; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly, by these presents. Sealed with our seals, and dated this twenty-ninth day of March, 1844.

Whereas, lately, at a circuit court of the United States for the District of Columbia, sitting as a court of equity for Washington county, in a cause wherein the said Robert Marshall was complainant, and the said Susan G. Beall was defendant, a decree was rendered against the said Robert Marshall, and he having entered an appeal to the Supreme Court of the United States—

Now, the condition of the above obligation is such, that if the above bounden Robert Marshall do, and shall well and truly, prosecute his appeal to effect, and answer all damages and costs if he fails to make his plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

ROBERT MARSHALL, [SEAL.]
RICHARD H. MARSHLL, [SEAL.]
JAMES F. BROWN, [SEAL.]
GEO. PARKER. [SEAL.]

Signed, sealed, and delivered, in the presence of—
THO. HAVENER.

Approved: W. CRANCH.

Citation.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America to Susan G. Beall, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, on the first Monday of December next, to answer the appeal of Robert Marshall, and to show cause, if any there be, why the decree rendered against the said Robert Marshall, in the said appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness the honorable W. Cranch, chief judge of the circuit court of the District of Columbia, this 30th day of November, 1844.

W. CRANCH.

Served on Susan G. Beall, in person.

(Signed) A. HUNTER, *Marshal.*

Test: W. BRENT, *Cl'k.*

Style of court.

DISTRICT OF COLUMBIA, *to wit:*

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, on the fourth Monday of March, being the twenty-seventh day of the same month, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the sixty-seventh, were present—the honorable William Cranch, chief judge, the honorable Buckner Thruston, the honorable James S. Morsell, assistant judges; Alexander Hunter, esquire, marshal; William Brent, clerk.

In the records of the proceedings of the said court were the following, to wit:

Parties.

ROBERT MARSHALL, vs. SUSAN G. BEALL. } Bill of chancery.

Be it remembered that heretofore, to wit, on the seventeenth day of April, in the year of our Lord one thousand eight hundred and thirty-five, the said complainant, by Richard S. Coxe, his solicitor, filed in court here the following bill of complaint:

Bill of complaint.

To the honorable the judges of the circuit court of the District of Columbia, for the county of Washington, in equity.

Humbly complaining, sheweth unto your honors, your orator, Robert Marshal, of the county of Prince George's, State of Maryland, that in or about the month of February, 1820, your orator was duly married to a certain Ann Berry, then of Prince George's county aforesaid, who, at the time of her said marriage was seized and possessed of real and personal estate, in the State of Maryland, and in the District of Columbia, part of which consisted of bonds, due from the late Charles Glover, part of stock in the Patriotic Bank of Washington and the Central Bank of Georgetown. That previous to said marriage, an article of agreement was made and entered into, between your orator and said Ann Berry, dated the 17th day of February, 1820, and recorded in the clerk's office of the county of Washington, by which it was agreed that the said Ann Berry should "hold in herself all her right, title, and interest to the funds" therein mentioned.

And your orator further shews, that on or about the first day of May, 1824, a certain other article of agreement was made and executed, between your said orator and Ann, his wife, of the one part, and Susan G. Beall, of the county of Washington, and District of Columbia, in and by which, after reciting said agreement hereinbefore mentioned, and a

further agreement by your orator, that he would make any other or further instrument of conveyance which might be considered necessary, fully to assure and convey the said stocks and debts to the sole and separate use of said Ann, her heirs and assigns, free and clear from any debts, control, demands, and incumbrances of your orator; and reciting further, that said stock had been sold, by the mutual consent of the parties, and that judgment had been recovered against said Charles Glover, in the name of your orator, for the sum of $2000, part of his said debt, with interest and costs, on which execution had issued; and another judgment also, against said Glover for $1,500; and further, that your orator and his said wife had further agreed to dispose of and settle said judgments, &c. The agreement then proceeded to convey unto the said Susan G. Beall, her heirs and assigns, a tract of land therein described, for and during the joint lives of your orator and his wife, and the two judgments aforesaid in trust, to hold the said land as therein particularly mentioned; and further, that your orator should have and receive said judgment for $2000, to his own use, and that said Susan G. Beall should hold the said judgment for $1,500, for the sole and separate use of the said Ann Marshall, his wife, her executors, administrators and assigns, free and clear from any control or demand of your said orator, or of his creditor's debts or incumbrances; and upon payment of said judgment, or any part thereof, to invest the same in stock, or to loan the same on interest, with the approbation of the said Ann, for her sole and separate use; and in further trust, that the said Ann, during the lifetime of her said husband, may dispose of said judgment, or the proceeds thereof, and of her right and interest in the said tract of land, after the death of your orator, by her last will and testament, or by any instrument of writing under her hand and seal, in the presence of two witnesses, during her coverture, as if she was single, with certain other provisions therein, as in and by said article of agreement, a copy whereof is hereunto annexed, and which your orator prays may be taken as part and parcel of this will, may fully and at large appear.

And your orator further shews, that said Susan G. Beall took upon herself the execution of said trust; and in the month of November, 1825, there was paid to her and to her order, the sum of nineteen hundred and sixty dollars 66⅔ cents, on account of said judgment, against said Glover, for $1,500, which said money was received by her as trustee as aforesaid.

And your orator further shews, that on or about the first day of May, 1832, Ann T. Beall, the mother of the said Ann Marshall, your orator's said wife, died, having first made her last will and testament, dated January 1, 1832, duly proved and recorded, in and by which the said Susan G. Beall was made sole executrix, and who duly proved the same, and took upon herself the administration thereof; and that said testatrix, in and by her said will, among other things, devised and bequeathed as follows: "I give and bequeath to my daughter, Ann Marshall, the sum of four hundred dollars, and hereby appoint my daughter, Susannah G. Beall, (the same who is elsewhere called Susan G. Beall,) her trustee, to

hold and retain the same whole amount in her hands, and let the said Ann Marshall, wife of Robert Marshall have some part or parcel of the money occasionally, as she may stand in need, but to be paid out to her at the discretion of my trustee, Susanna G. Beall," as in and by said last will or testament, or a duly certified copy thereof herewith filed, exhibit B, and prayed to be taken as part of this bill, will more fully appear.

And your orator shews, that the whole of said sum of $400 so bequeathed duly came to the hands of said Susan G. Beall, as trustee as aforesaid.

And your orator further shews that the said Susan G. Beall as trustee as aforesaid, did, with the approbation and consent of your orator's said wife, loan to your orator the sum of one hundred dollars, part of said trust fund, which still remains due and unpaid; and did also loan to Amelia T. Dorsett, of said trust money, the sum of four hundred dollars, but your orator is unable to say whether the same, or any part therof, or the interest, has been paid; and that the said Susan did also, out of the said trust fund, purchase a negro boy for the sum of $50, and subsequently sold the said negro to a certain David Young for the sum of $200; all of which, as your orator has heard and believes, has been fully paid to said trustee.

And your orator further shews, that his said wife Ann died on or about the 25th July, 1833, never having disposed of the said trust property so belonging to her, and in the hands of said trustee, in the manner provided by said articles of agreement above mentioned; a large portion of the same, with the interest thereon, then being and remaining in the hands of said Susan G. Beall, trustee as aforesaid; and your orator is advised and believes, that the said trust, fund and all the profits and interest thereon and thereof, by the said death of the said Ann, and all the beneficial interest therein, became vested in and the property of your said orator; and he has frequently and in a friendly way called upon the said Susan G. Beall, trustee as aforesaid, to account to him for the same, and to pay over to him the trust money in her hands, and to assign the evidences of debt which she holds as such trustee; with which reasonable request of your orator, the said Susan has, under various unfounded pretences, refused to comply—sometimes alledging that she has the right to hold and retain the same, without any interference of your orator, who, she asserts, has no title thereto; and she has proceeded to institute a suit against your orator, on the common law side of your honorable court, to recover from him the said sum of one hundred dollars, part of said trust fund so lent to him as aforesaid, and threatens to obtain judgment thereupon, and to issue execution thereon against your orator. All which actings and doings of the said Susan are contrary to equity and justice, and contrary to the duties of said Susan as trustee as aforesaid.

Forasmuch, therefore, as your orator is remediless in the premises at and by the strict rules of the common law, but can only have redress in this honorable court, where matters of trust are particularly cognizable

and revisable, and can be duly inforced, and where alone a writ of injunction can be had.

In tender consideration whereof, and that the said Susan may be and appear in your honorable court, then and there true, full, and perfect answer to make, to all and singular the premises, as if the same were here again repeated, and she thereto specially interrogated; and that she may render a true, full, exact, and particular account of the said trust fund, shewing how much thereof came to her hands; how the same has been invested or disposed of; what interest has been received, and what profits have been made thereon; and how and where the same is now situated; and how much thereof she now holds, and in what condition the same now is; and that she may surrender and deliver up the said trust fund, with the interest and profits thereof, to your orator, as entitled to the same; and that she may be enjoined from proceeding further in said action against your orator in your honorable court, and that your orator may have such other and further relief as may be equitable and right, may it please your honors to grant to your orator the United States writ of supœna, to be directed to the said Susan G. Beall, commanding her to be and appear, &c.; and also the United States writ of injunction, to be directed to the said Susan, her attorneys, counsellors, &c., commanding them not to proceed in said suit against your orator, and not to issue execution thereon against him, &c., &c.

RICHARD S. COXE,
For complainant.

DISTRICT OF COLUMBIA, *Washington county, sc.*

On this sixth day of April, 1835, personally appeared before the subscriber, one of the justices of the peace in and for said county of Washington, Robert Marshall, the complainant in the aforegoing bill of complaint, who being duly sworn according to law says, that the averments and allegations therein contained, so far as they purport to be the acts and doings of this deponent, are true; and so far as they purport to relate to the acts and doings of others, he believes them to be true.

Sworn to before me,

GEO. NAYLOR, *J. P.*

Marriage contract between Robert Marshall and Ann Berry.

Robert Marshall and Ann Berry—marriage contract—recorded, February 26th, 1820.

Whereas Robert Marshall and Ann Berry, both of Prince George county, State of Maryland, are about to intermarry, *its thereof* agreed by the *partys*, before the marriage, that the said Ann Berry shall hold in herself all her right, title, and interest, to the following funds of her own, viz: one hundred and fifty shares of stock in the Patriotic Bank, of which ten dollars have been paid, which stock stands to the credit of Ann Berry; also, one hundred and thirty-seven shares of the stock in the Central Bank of Georgetown and Washington, upon which eleven

hold and retain the same whole amount in her hands, and let the said Ann Marshall, wife of Robert Marshall have some part or parcel of the money occasionally, as she may stand in need, but to be paid out to her at the discretion of my trustee, Susanna G. Beall," as in and by said last will or testament, or a duly certified copy thereof herewith filed, exhibit B, and prayed to be taken as part of this bill, will more fully appear.

And your orator shews, that the whole of said sum of $400 so bequeathed duly came to the hands of said Susan G. Beall, as trustee as aforesaid.

And your orator further shews that the said Susan G. Beall as trustee as aforesaid, did, with the approbation and consent of your orator's said wife, loan to your orator the sum of one hundred dollars, part of said trust fund, which still remains due and unpaid; and did also loan to Amelia T. Dorsett, of said trust money, the sum of four hundred dollars, but your orator is unable to say whether the same, or any part therof, or the interest, has been paid; and that the said Susan did also, out of the said trust fund, purchase a negro boy for the sum of $50, and subsequently sold the said negro to a certain David Young for the sum of $200; all of which, as your orator has heard and believes, has been fully paid to said trustee.

And your orator further shews, that his said wife Ann died on or about the 25th July, 1833, never having disposed of the said trust property so belonging to her, and in the hands of said trustee, in the manner provided by said articles of agreement above mentioned; a large portion of the same, with the interest thereon, then being and remaining in the hands of said Susan G. Beall, trustee as aforesaid; and your orator is advised and believes, that the said trust, fund and all the profits and interest thereon and thereof, by the said death of the said Ann, and all the beneficial interest therein, became vested in and the property of your said orator; and he has frequently and in a friendly way called upon the said Susan G. Beall, trustee as aforesaid, to account to him for the same, and to pay over to him the trust money in her hands, and to assign the evidences of debt which she holds as such trustee; with which reasonable request of your orator, the said Susan has, under various unfounded pretences, refused to comply—sometimes alledging that she has the right to hold and retain the same, without any interference of your orator, who, she asserts, has no title thereto; and she has proceeded to institute a suit against your orator, on the common law side of your honorable court, to recover from him the said sum of one hundred dollars, part of said trust fund so lent to him as aforesaid, and threatens to obtain judgment thereupon, and to issue execution thereon against your orator. All which actings and doings of the said Susan are contrary to equity and justice, and contrary to the duties of said Susan as trustee as aforesaid.

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RICHARD S. COXE,
For complainant.

DISTRICT OF COLUMBIA, }
Washington county, sc.

On this sixth day of April, 1835, personally appeared before the subscriber, one of the justices of the peace in and for said county of Washington, Robert Marshall, the complainant in the aforegoing bill of complaint, who being duly sworn according to law says, that the averments and allegations therein contained, so far as they purport to be the acts and doings of this deponent, are true; and so far as they purport to relate to the acts and doings of others, he believes them to be true.

Sworn to before me,

GEO. NAYLOR, *J. P.*

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dollars per share has been paid; and three thousand five hundred dollars in the bonds of Charles Glover.

Given under our hands and seals, this 17th day Febr'y, 1820.

ROBT. MARSHALL, [SEAL.]
ANN BERRY. [SEAL.]

Witness: JANE H. T. DORSETT.

Washington county, District of Columbia, ss.

Came before me, the subscriber, justice of the peace for the county aforesaid, Robert Marshall and Ann Berry, and acknowledged this within instrument to be their act and deed for the purposes therein mentioned.

Given under my hand, this 17th day of Feb'ry, 1820.

JNO CHALMERS.

Test—true copy. WM. BRENT, *Cl'k.*

Will of Ann T. Beall.

In the name of God—Amen. I, Ann Trueman Beall, of Washington county and District of Columbia, being unwell, but of sound disposing mind, memory, and understanding, do make and publish this my last will and testament, in manner and form following:

First and principally, I commit my soul into the hands of Almighty God, and my body to the earth, to be decently buried by my executrix, herein after named; and after my debts and funeral charges are paid, I give and bequeath, as follows:

To my daughter, Amelia Dorsett, the sum of four hundred dollars, loaned to her some years ago. I give and bequeath to my daughter, Ann Marshall, the sum of four hundred dollars, and hereby appoint my daughter, Susana G. Beall, her trustee, to hold and retain the whole amount in her hands, and let the said Ann Marshall, wife of Robert Marshall, have some part or parcel of the money occasionally, as she may stand in need, but to be paid out to her, at the discretion of my trustee, Susana G. Beall.

I give and bequeath to my grand-daughter, Ann T. G. Young, the eldest daughter of Mordent Young, the following negroes: a negro woman called Catherine, and her two children, Margaret and John. To my grand-daughter, Amelia Young, I give my negro slave, Flora, and her two children, one called Mary, and the unmarried one, an infant boy child. I give to my grand-daughter, Susana G. Young, two negro boys, called John and Lewis.

The balance of my negro slaves, not willed to my grand-children, I give and bequeath to my daughter, Susana G. Beall, and all their increase. It is my wish that she would not sell them to negro traders. I also give and bequeath to my daughter, Susana G. Beall, all my household and kitchen furniture, all the plantation utensils, and all the stock, horses, cattle, and hogs. I also give and bequeath to my daughter, Susana G. Beall, a lot of ground I purchased of my son, Walter T. S. Beall, during her life, and then to my grand-daughter, Ann T. G. Young, and in case she dies without heirs, then to my grand-daughter, Susana G. Young.

I give and bequeath to my grand-daughter, Amelia Young, the money due me from her father, Mordent Young.

It is my will and desire, that the negroes I have given to my grandchildren, *and the balance of my negroes, which I have given to my daughter, Susana G. Beall, that all the increase should go to grand-daughters, of the negroes given and pointed out in this my will; and the increase of the balance of my negroes, given to my daughter, Susana G. Beall.*

I also give all and any other property, not mentioned, to my daughter, Susana G. Beall.

I hereby constitute and appoint my daughter, Susana G. Beall, my sole executrix of this my last will and testament; revoking all other wills, by me heretofore made, and ratifying and confirming this to be my last will and testament.

In testimony whereof, I have hereunto set my hand and affixed my seal, this first day of January, in the year of our Lord, one thousand eight hundred and thirty-two.

ANN T. BEALL, [SEAL.]

Signed, sealed, published and declared, by Ann T. Beall, the above named testatrix, as and for her last will and testament, in the presence of us, who, at her request, in her presence, and in the presence of each other, have subscribed our names as witnesses hereto.

GERRARD T. GREENFIELD,
REGNAL O. MAGRUDER,
ELEANOR S. GREENFIELD.

DISTRICT OF COLUMBIA, *Washington county, to wit:*

Be it remembered, that on this 5th day of May, 1832, Eleanor S. Greenfield, one of the subscribing witnesses to the aforegoing last will and testament of Ann T. Beall, late of Washington county, aforesaid, deceased, made oath on the holy evangels of Almighty God, that she did see the testatrix therein named sign and seal this will; that she published, pronounced, and declared the same to be her last will and testament; that, at the time of her so doing, she was, to the best of her apprehension, of sound and disposing mind, memory, and understanding; and that she, together with Gerrard T. Greenfield and Regnal O. Magruder, the other subscribing witnesses to this will, respectively subscribed their names as witnesses to this will, in the presence, at the request of the testatrix, and in the presence of each other.

Sworn before— HENRY C. NEALE, *R'g. Wills.*

DISTRICT OF COLUMBIA, *Washington county, to wit:*

Orphan's Court, May 10th, 1832.

On this day, Regnal O. Magruder, one of the subscribing witnesses to the aforegoing last will and testament of Ann T. Beall, late of the county aforesaid, deceased, made oath on the holy evangels of Almighty God, that he did see the testatrix therein named sign and seal this will;

that she published, pronounced and declared the same to be her last will and testament; that, at the time of her so doing, she was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he, together with Gerrard T. Greenfield and Eleanor S. Greenfield, the other subscribing witnesses, respectively subscribed their names as witnesses to this will, in the presence and at the request of the testatrix, and in the presence of each other.

Test: HENRY C. NEALE, *Reg. Wills.*

DISTRICT OF COLUMBIA, *Washington county, to wit:*

I certify, that the aforegoing last will and testament of Ann T. Beall is truly copied from the original, filed and recorded in my office.

[L. S.] Witness my hand and seal of office, this 1st day of April, in the year 1835.

HENRY C. NEALE, *Reg. Wills.*

Deed from Robt. Marshall and ux. to Susan G. Beall, of 1 May, 1824.

This indenture, made this first day of May, in the year of our Lord one thousand eight hundred and twenty-four, between Robert Marshall and Ann Marshall his wife, late Ann Berry, of Prince George's county, in the State of Maryland, of the first part, and Susan G. Beall, of Washington county, in the District of Columbia, of the other part. Whereas, by an agreement entered into between Robert Marshall and Ann Marshall, late Ann Berry, dated the 17th day of February, in the year of our Lord one thousand eight hundred and twenty; and previous to the marriage of the said Robert Marshall and Ann Marshall, it was agreed by and between the said parties, that the said Ann Marshall should have and possess, in her own right, the following funds for her own property, to wit: one hundred and fifty shares of stock in the Patriotic Bank, upon which ten dollars per share had been paid; also, one hundred and thirty-seven shares of stock in the Central Bank of Georgetown and Washington, upon which eleven dollars per share had been paid, and three thousand five hundred dollars due to the said Ann Marshall, then Ann Berry, by Charles Glover, and which was secured by a mortgage of a tract of land, formerly sold by the said Ann Berry to the said Charles Glover, all which stocks and debts belonged to the said Ann Berry previous to the said marriage, besides considerable other real and personal property; and whereas the said Robert Marshall did, at the same time, agree to make any other or further instrument of conveyance which might be considered necessary fully to assure and convey the said stock and debts above mentioned, to the *sole and separate use of the said Ann Berry, her heirs* and assigns, *free and clear from any debts, control*, demands, or incumbrances of the said Robert Marshall; and whereas, the said bank stock has been sold by the mutual consent and agreement of the said Robert Marshall and Ann Marshall; and whereas judgment has been obtained against the said Charles Glover for two thousand dollars, part of the said three thousand five hundred dollars, with interest and

costs, in the name of the said Robert Marshall, and on which execution hath been issued against the property of said Charles Glover, and one other judgment for fifteen hundred dollars, with interest and costs, being the remaining part of the said three thousand five hundred dollars, due by said Charles Glover; and whereas the said Robert Marshall and Ann Marshall have agreed further to dispose of and settle the judgments above mentioned, and the tract of land hereinafter mentioned by a more full, complete and formal instrument of writing than the marriage agreement above mentioned, according to the terms, stipulations and conditions of the present instrument of writing. Now, this indenture witnesseth, that for and in consideration of the premises, and for the more fully, completely, and perfectly carrying into effect the marriage contract between said parties, and for the further consideration of five dollars, to them in hand paid by the said Susan G. Beall, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations, them thereunto moving, the said Robert and Ann Marshall have given, granted, bargained, sold, released and assigned, and by these presents do give grant, bargain, sell, release, and assign, to the said Susan G. Beall, her heirs, executors, administrators and assigns, the following tract, piece or parcel of land, situate, lying and being in Prince George's county aforesaid, on which the said Robert and Ann Marshall at present reside, being lot number four, in the division of the estate of William D. Berry, and containing about fifty acres of land, more or less, for and during the joint lives of the said Robert and Ann Marshall, and the survivor of them; likewise the two judgments above particularly recited, against Charles Glover; to have and to hold the said tract of land above mentioned and described, for and during the lives of the said Robert and Anne Marshall, and the survivor of them, and the said two judgments against the said Charles Glover, to the said Susan G. Beall, her heirs, executors, administrators and assigns; in trust nevertheless, and to and for the following uses, intents, and purposes, to wit: in trust to hold the above mentioned and described tract of land for the use of the said Robert and Ann Marshall, during their joint lives; and if the said Robert Marshall shall survive the said Ann Marshall, for the use of the said Robert Marshall during his life and no longer, upon the express agreement and understanding that the said tract of land is not to be subject, or liable for the debts, contracts, or engagements of the said Robert Marshall, and in further trust that the said Robert Marshall shall have and receive the said judgment of two thousand dollars, with interest and costs, against the said Charles Glover, to his sole and *seperate* use, free and clear of the marriage contract above mentioned, and of all *seperate* claim of the said Ann Marshall, and his receipt shall be good and sufficient acquittance and discharge of said judgments; and in further trust, that the said Susan G. Beall shall hold the said judgment of fifteen hundred dollars, with interest and costs, for the sole and *seperate* use of the said Ann Marshall, her executors, administrators, and assigns, free and clear from any control or demand of the said Robert Marshall, or of his creditors, debts, or engagements; and upon the payment of the said judgment, or any part

thereof, to invest the said money in stock, or to loan the same on interest, with the approbation of the said Ann Marshall, for the like sole and *seperate* use of the said Ann Marshall; and in further trust, that the said Ann Marshall, during the life of her husband, may dispose of said judgment, or the proceeds thereof, and of her right, interest, and estate in the said tract of land, after the death of the said Robert Marshall, either by her last [will] and testament, or by any instrument of writing, under her hand and seal, in the presence of two witnesses, during her coverture, in the same manner as if she were single. It is further understood and agreed, that said Robert Marshall is to pay and satisfy the judgment of Hodges and Lee against them; and the claim of Mr. McDaniel's estate if judgment should be recovered; and all fees, costs, and expenses in prosecuting and recovering the two judgments against Charles Glover, and all legal expenses of the judgment assigned to him.

In testimony whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

ROBERT MARSHALL, [SEAL.]
ANN MARSHALL, [SEAL.]
SUSAN G. BEALL, [SEAL.]

Signed, sealed, and delivered in the presence of—
E. B. CALDWELL.
ANNE M. CALDWELL.

STATE OF MARYLAND, *Prince George's county, sct:*

Be it remembered, that on this 3d day of May, in the year of our Lord one thousand eight hundred and twenty-four, before we, the subscribers, justices of the peace for the county aforesaid, personally appear Robert Marshall and Ann Marshall, the party grantors hereinbefore mentioned, and acknowledge the aforegoing deed or instrument of writing to be their act and deed, and that they executed it for the uses, intents, and purposes therein mentioned; and the said Ann Marshall being by us privately examined, apart from and out of the hearing of her husband, whether she doth make her acknowledgment thereof willingly and freely, and without being induced thereto by threats, or fear of ill usage, by her husband, or fear of his displeasure, acknowledges that she doth make her acknowledgment of the same willingly, and freely, and without being induced thereto by fear, or threats of, or ill usage by, her husband, or fear of his displeasure.

Acknowledged before ELISHA PERRY,
BENJ. DUVALL.

Enrolled, May 20th, 1824.

Deed Robt. Marshall and ux., to Susan G. Beall, 27th August, 1823.

This indenture made this 27th day of August, in the year of our Lord one thousand eight hundred and twenty-three, between Robert Marshall and Ann his wife, of Prince George's county, in the State of Maryland, of the one part, and Susanna Greenfield Beale, of the county of Washington and District of Columbia, of the other part, witnesseth: that, where-

as, it was agreed by and between the said Robert and Ann, before their intermarriage, that certain promissory notes, drawn by Charles Glover, of the city of Washington, and made payable to the said Ann, by the name of Ann Berry, which was the name of the said Ann before her intermarriage with the said Robert, amounting, in the whole, to three thousand five hundred dollars, should be secured to the separate use of the said Ann, after the said intermarriage; and whereas, also, the said agreement was reduced to writing, and executed by the said Robert and Ann, before their said intermarriage, but has been since found not to have been executed in a manner binding in law, to carry the said agreement into effect, by means of the insufficiency in the expression [of] the said writing; and whereas, the said Robert and *and* Ann are now willing and desirous that the said agreement should be perfected by a deed, in such form and expression, as will be binding in law and equity. Now, this indenture witnesseth, that for and in consideration of the premises, and the sum of one dollar, current money, in hand paid by the said Susanna to the said Robert and Ann his wife, they, the said Robert and Ann his wife, have conveyed, transferred, assigned, and set over, to the said Susanna G. Beall, all the right, title, interest and estate, which they, either jointly or severally may have, either at law or in equity, of, in, and to, two promissory notes, drawn by the aforesaid Charles Glover, the one for the sum of fifteen hundred dollars, and the other for two thousand dollars, both dated on the tenth day of April, in the year eighteen hundred and eighteen, and made payable to the said Ann, by her then name of Ann Berry; which said promissory notes have both been put in suit by the said Robert, since his said intermarriage with the said Ann, in the circuit court of the said District of Columbia, for the county of Washington, in which court both the said notes have been prosecuted to judgment; and the said Robert and Ann his wife do, for further assurance, by these presents convey, transfer, assign, and set over, in like manner, to the said Susanna, her executors, administrators and assigns, all the right, both at law and in equity, which they or either of them have, or may have, of, in, and to the said two judgments, and all interest and costs which are or may be due thereon; to have and to hold the said two notes, and the said judgments thereon, together with all the said interest and costs, to the said Susanna, her executors, administrators and assigns, to and for the use of the said Susanna, her executors, administrators and assigns, and to and for no other use or behoof whatsoever: Provided always, and it is the true intent and meaning of these presents and the parties thereto, that the said Susanna shall, as soon as possible, collect the said notes and judgments thereon, and when collected, shall hold the money arising therefrom, to and for, and in trust for, the following uses and purposes, that is to say, to be laid out in such funds, either personal or real, as the said Robert and Ann shall jointly agree upon, or if they cannot agree, such as the said Susanna shall choose, the interest, dividen*t*, product, or other profit, of which funds, as they shall annually, or at shorter periods, as the case may be, accrue, to be applied pursuant to the joint request in writing of the said Robert and Ann his wife, the writing to

be signed by both of them, during the joint lives of both of them, and so long as they shall live together; and if they shall separate by agreement, to the request in writing of the said Ann. And it is expressly provided that neither the said fund, nor any of the interest, or the profits thereof, shall ever be liable to the payment of the debts of the said Robert; and it is moreover provided by these presents, that when the said Susanna shall recover the money due on the said judgments, the interest thereof shall be applied in the same manner as is hereinbefore provided for the application of the proceeds of the funds to the purchase of which the said money is to be applied, until such time as such funds shall be purchased; and it is further intended by the parties to these presents, and by these presents, that the said trust is only to last during the joint lives of the said Robert and Ann, and that after the death of either of them, the said Susanna shall convey over the whole of the said fund, and every interest therein to the survivor of them, by such deed or other conveyance, as shall be necessary and proper to convey the whole interest in the said fund, or the money, if not paid out in any fund.

In witness whereof, the said Robert and Ann his wife, have hereunto set their hands, and affixed their seals, the day and year first before written.

ROBERT MARSHALL, [SEAL.]
ANN MARSHALL. [SEAL.]

Signed, sealed, and delivered in the presence of—
H. ASHTON,
GUST'S. HIGDON.

DISTRICT OF COLUMBIA, *county of Washington, to wit:*

On this 28th day of August, 1823, personally appeared Robert Marshall and Ann Marshall his wife, before the subscribers, two of the United States justices of the peace for the county of Washington, and acknowledged the foregoing instrument of writing to be their and each of their acts and deeds, and the property therein conveyed, to be the right of the said Susanna; and the said Ann being examined by us, separate and apart from her said husband, whether she doth the same voluntarily and freely, without being induced thereto by fear or threats of ill usage by her said husband, or through fear of his displeasure, acknowledgeth that she doth.

C. H. W. WHARTON, *J. P.*
GUST'S. HIGDON, *J. P.*

Order for injunction.

Upon the foregoing bill of complaint, the following order of the court was endorsed:

Upon filing this bill, and the exhibits therein referred to, and an injunction bond, in the usual form, in the penalty of three hundred dollars, with good security, to be approved by this court or one of its judges, let the injunction issue to restrain the def't, her agents, attorneys, and counsellors, from suing out execution upon any judgment at law which

the said def't may recover against this complainant, upon the ground, or for the matter suggested in the said bill, until the further order of the court.

By order of the court:

Test: WM. BRENT, *Clk.*

Injunction bond.

Whereupon the complainant, by his solicitor, Richard S. Coxe, esq., filed the following injunction bond:

Know all men by these presents, that we, Robert Marshall, Richard H. Marshall, and Thomas Hughes, are held and firmly bound unto Susan G. Beall, in the penal sum of three hundred dollars, lawful money of the United States, to be paid to the said Susan G. Beall, her certain attorney, executors, administrators, and assigns, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly, by these presents. Sealed with our seals, and dated this tenth day of April, in the year eighteen hundred and thirty-five.

Whereas, the above bound Robert Marshall is about to obtain an injunction to restrain the aforesaid Susan G. Beall, her agents, attorneys, and counsellors, from suing out execution upon any judgment at law, which the said Susan G. Beall may recover against the said Robert Marshall, upon the ground, or for the matter suggested in the said bill, until the further order of the court in the premises set forth in the said bill praying said injunction.

Now, the condition of the above obligation is such, that if the said Robert Marshall shall prosecute the said writ of injunction with effect, and satisfy and pay all costs, damages, and charges that shall accrue in the said court, unless the said court shall decree to the contrary, and shall in all things obey such order and decree as the said court shall make in the premises, then the above obligation to be of no effect, else to be in full force and virtue.

ROBERT MARSHALL, [SEAL.]
RICHARD H. MARSHALL, [SEAL.]
THOS. HUGHES. [SEAL.]

Signed, sealed, and delivered in the presence of—

CHAS NEWTON.

Approved: W. CRANCH.

Whereupon injunction to subpœna issued as prayed.

Said cause was continued to rules, until the 26th April, 1836, when the defendant, by J. B. H. Smith, her solicitor, filed her answer, in the words following, to wit:

Answer of Susan G. Beall.

To the honorable the judges of the circuit court of the District of Columbia for the county of Washington, sitting as a court of equity.

The answer of Susan G. Beall to the bill of complaint of Robert Marshall.

Your respondent, saving and reserving to herself, now and at all times

hereafter, all and all manner of benefit and advantage of exception to the manifold uncertainties and imperfections in the said complainant's bill of complaint contained, for answer thereunto, or for so much as materially concern the respondent to make answer, answereth and saith: That it is true, as stated in said bill, that the said complainant was, in or about the month of February, 1820, married to a certain Ann Berry, who was seized and possessed of certain real estate in Maryland, and the personal estate in the District of Columbia mentioned in said bill, as also that previous to said marriage, the articles of agreement described in said bill, were entered into between complainant and said Ann; and that on the first day of May, 1824, other articles of agreement were entered into between the said complainant and his said wife, of the one part, and your respondent of the other part, thereby constituting your said respondent the trustee for the purposes mentioned in said articles, the purposes and terms of which said trust are correctly stated in said bill, a copy of which is filed with the same, (page ,) to which your respondent begs leave to refer. Your respondent further answering saith, it is also true that she did take upon herself the execution of said trust, and as such trustee did recover and receive the full amount due on the judgment against one Charles Glover, for the sum of $1,500, as the same is charged in complainant's bill; also that Ann T. Beall, mother of the said Ann Marshall, wife of complainant, did, on or about the first of May, 1832, die, having first made her last will and testament, of which she made your respondent sole executrix, who as such acted, and that said will contained the bequest mentioned in said bill to your said respondent as trustee for the use of the said Ann Marshall, in the terms mentioned; that your respondent did receive the sum of four hundred dollars, the amount of said bequest; that she did also loan to Amelia T. Dorsett, at the request and consent of said Ann Marshall, the sum of $400, which has not yet been repaid; that she did also purchase and sell the negro boy mentioned in said bill, for the sums mentioned therein. Your respondent further answereth, that it is also true, that the said Ann, wife of said complainant, died on or about the 25th of July, 1833; that there then was and still remains in the hands of your respondent, certain moneys received by her as trustee aforesaid, but which, or any part of which, your respondent is advised and believes, does not in any manner or form whatever belong to said complainant, nor is he in any wise entitled to the same; and that, therefore, she has always and still does, by the advice of her counsel, refuse to deliver to him the said moneys, or the evidences of the same, or to account to him for the same; and your respondent says it is true that she did institute the suit on the common law side of your honorable court, as stated in said bill; but expressly and explicitly denies that the sealed note for $100, upon which said suit was instituted, was given to her as trustee aforesaid, or for trust money, loaned by her out of trust funds in her hands to said complainant, as alleged by said complainant in his bill, and that said allegation is false and altogether incorrect; and she avers and declares, that the said sealed note was given to her by said complainant, in consideration of

$100 loaned to him out of her private funds, and that complainant well knew the same; and further, that she was repeatedly and frequently forbidden, by the wife of said complainant, (without whose assent she could not properly invest any of said trust funds,) to loan him, the said complainant, any sum or sums of money whatever; and that if she did so, she must do it on her own responsibility; and that, especially on the occasion when this said note was given, was she forbidden so to do, except at her own risk and out of her own funds; of all which said complainant was full acquainted, it being at his earnest solicitation and upon his repeated promises to repay her, that she consented to loan him said sum. Your respondent further answereth, that judgment was obtained in said suit vs. complainant, at the March term of your honorable court; upon which judgment your respondent has been prevented from issuing execution and recovering the money, which is justly and equitably due her in her private individual capacity, and not as trustee of said Ann Marshall, by an injunction granted by your honorable court, upon the prayer of said complainant, which injunction your respondent is advised and believes should be dissolved; and your respondent, averring and fully believing that these proceedings of said complainant are contrary to justice, unwarranted by equity, and only adopted for purposes of delay, humbly pray to be hence dismissed, with her reasonable costs and charges in that behalf most wrongfully sustained.

SUSAN G. BEALL,
J. B. H. SMITH,
Solicitor for respondent.

DISTRICT OF COLUMBIA, *county of Washington, sct:*

On this twenty-sixth day of April, in the year, 1836, personally appeared before the subscriber, one of the justices of the peace in and for the said county of Washington, Susan G. Beall, the respondent in the foregoing answer to the bill of complaint of Robert Marshall, who being sworn according to law, makes oath, that the matters and things therein contained and the averments therein made, so far as they purport to be of the knowledge of this deponent, are true, as stated; and so far as they purport to be of the knowledge of others, she believes to be true.

WILL. HEBB.

Whereupon the complainant, by his solicitors, Coxe and Carlisle, filed the following:

ROBERT MARSHALL, *comp't*,
vs.
SUSAN G. BEALL.
} In equity.

General replication.—*General replication.*

This repliant, saving and reserving to himself all and all manner of advantage of exception which may be had and taken to the manifold errors, uncertainties, and insufficiencies of the answer of the said defendant, for replication thereunto saith, that he doth and will aver, main-

tain, and prove his said bill to be true, certain, and sufficient in law to be answered unto by the said defendant; and that the answer is very uncertain, evasive and insufficient in the law to be replied unto by the repliant; without that, that any other matter or thing in the said answer contained, material or effectual in the law to be replied unto, and herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is ready to aver, maintain and prove, as this honorable court shall direct; and humbly prays, as in and by this said bill of complaint he hath already prayed.

COXE & CARLISLE,
Solicitors.

Whereupon Amelia T. Dorsett filed, by her solicitors Brent & Brent, the following interpleader:

Bill of interpleader.

To the honorable judges of the circuit court of the District of Columbia, sitting as a court of equity for Washington county.

Humbly sheweth your oratrix, Amelia T. Dorsett, that in or about the month of February, in the year of our Lord 1820, a certain Robert Marshall, being the same Robert Marshall who is complainant in a certain bill against a certain Susan G. Beall, now pending in your honors' court, intermarried with a certain Ann Berry, as stated in said complainant's said bill, who was the sister of your oratrix, and who at her marriage was seized of certain real and personal estate in Maryland and in the District of Columbia, a part of which consisted of bonds due from the late Charles Glover, and part of bank stocks; that prior to said marriage an article of agreement was entered into between the said Robert and the said Ann, dated the 17th February, 1820, by which it was agreed that the said Ann should hold to herself all her right, title and interest to the following funds of her own, viz: one hundred and fifty shares of stock in the Patriotic Bank, of which ten dollars had been paid on each share; also, one hundred and thirty-seven shares of stock in the Central Bank of Georgetown and Washington, upon which eleven dollars had been paid on each share, and three thousand five hundred dollars in the bonds of Charles Glover, as is shown by exhibit A, being a copy of said agreement. Your oratrix further states and shews unto your honors, that on or about the 1st day of May, 1824, a certain other article of agreement was executed between the said Robert and his said wife, of the one part, and a certain Susan G. Beall of the other, being the same Susan G. who is defendant in the aforesaid case to the bill of complaint of said Robert, in and by which, after making mention of the agreement heretofore described, and also entering into other agreements and stipulations, among which is one, as follows: "to make any other "or further instrument of conveyance which might be considered neces-"sary fully to assure and convey the said stock and debts above men-"tioned, to the sole and separate use of the said Ann Berry, her *heirs* "and assigns, free and clear from any debts, control, demands, or in-

"cumbrances of the said Robert," by which said last mentioned articles (a copy of which is marked *B*, and made a part of this bill, see page ,) the said Robert and the said Ann conveyed, as is shewn to your honors by exhibit *B*, to the said Susan G., in trust for the said Ann, "her executors, administrators and assigns," among other property named therein, a certain judgment named in said last mentioned instrument of writing, for fifteen hundred dollars, with interest and costs, for the sole and separate use of the said Ann, her executors, administrators and assigns, free and clear from any control or demand of the said Robert or of his creditors, debts or engagements. Your oratrix further states and sheweth unto your honors by exhibit *C*, (see page) made a part of this bill, that Ann T. Beall the mother of the said Ann, wife of said Robert, made her last will and testament on the 1st day of January, 1832, which has been duly admitted to probate, and thereby gave and bequeathed to the said Ann, wife of the said Robert, the sum of four hundred dollars, and by said last will and testament, named and appointed the aforesaid Susan G., the trustee of said Ann "to hold and retain the whole amount "(of said $400) in her hands, and to let the said Ann have some part "or parcels of the money occasionally, as she might stand in need, but "to be paid out to her at the *discretion* of the said trustee;" and your oratrix says and charges, that no part of the said $400 were ever paid to said Ann by the said Susan G, and that the whole of the said sum, with interest, is now in said Susan G's hands or ought to be. Your oratrix further states and charges, that by the said instrument of writing marked B, (see page ,) it is shewn to your honors, that certain real estate therein named, was intended to be conveyed to said Susan G., in trust, during the joint lives of the said Robert and the said Ann, and to the said Robert, during his lifetime, should he survive the said Ann; and that your oratrix has been advised by counsel learned in the law, and being so advised, charges, that said instrument of writing, so far as it conveys the said real estate to said Robert Marshall, after the death of his said wife, is null and void, and inoperative against the legal representatives or heirs of said Ann. Your oratrix further states and charges, that the said Ann, wife of the said Robert, deceased on or about the 25th day of July, 1833, intestate, and leaving no descendants or ascendants as her heirs, and leaving your oratrix and the said Susan G., her two sisters, and next of kin, and also the three children following, being the children of Elizabeth Beall, another sister, who intermarried with Mordecai Young, and is since dead, to wit, Ann Young, married to Fielder Magruder, of Prince George's county, Maryland; Susan Young, married to Lemuel Sheriff and Amelia Young, all of the District of Columbia, as her only relatives who can have any claim to the estate of the said Ann; and your oratrix further states and charges, that she and the other persons named last above, are the only heirs of said deceased Ann, and as such entitled to the estate of said Ann aforesaid alluded to, and named in said bill; and that said Robert has no right, claim, or demand to the same in any manner, form, or shape whatever; notwithstanding which the said Robert pretends at times to be the rightful heir of said Ann, and

at other times to claim the same as the lawful administrator of said Ann, and in truth and in fact has instituted his suit before your honors against the said Susan G., to compel her, as trustee aforesaid, to pay over to him in his own right the aforesaid trust sums of money, which in law and in justice belong to the aforesaid legal heirs or next akin of said deceased Ann. Your oratrix further states and charges, that during the lifetime of said Ann, the said Susan G., as her trustee, with the approbation and by the direction of the said Ann, who was then living, loaned to your oratrix the sum of $400, received by said Susan G. as part of the trust money named in said deed of trust to said Susan G., for which your oratrix gave to said Susan G., as trustee aforesaid, her certain note of hand, dated 18th September, 1832, and which has never been paid to the said Susan G.; that after the death of said Ann, the said Robert instituted suit against your oratrix on the law side of your honor's court, for the recovery of the money due upon said note, and that he recovered a judgment for the said $400 upon the instructions and opinions given by your honors, that as surviving husband of the said Ann, he was entitled to her personal estate as administrator of his said deceased wife, and as such was entitled to a judgment and a verdict, and judgment was accordingly rendered. Your oratrix further states and charges, that at the trial of said cause, not only was the identity of the said note for the said sum of $400 established, but it was also shewn to your honors, that a suit was then pending in equity between the said Robert and the said Susan G., for the said note of your oratrix. Your oratrix further states and charges, that she is not liable to the said Robert, nor ought she to be compelled the said sum of money to pay to him on said judgment, until his right and claim to the same as one of the heirs of said Ann, be decided upon by your honors; that if the said Robert recovers the same by execution or otherwise, it will be a total loss to your oratrix and the other heirs of *said Robert*, inasmuch as the said Robert has given no security in the premises, and as she is informed and verily believes, is altogether insolvent and entirely unable to repay this said money, should it be decided by your honors that he is not entitled to the same as stated in his aforesaid bill of complaint, and therefore your honors ought to stay, by injunction, all proceedings in said case. Your oratrix further states and charges, that as next of kin to the deceased Ann, she or the said Susan G. are entitled to the administration upon said Ann's personal estate, and that the said Robert is not entitled to the same; and if he ever has acted as such, or had letters of administration granted on the same, they ought to be revoked and ordered to be given to your oratrix, or to the said Susan G.; all which actings and doings of the said Robert are contrary to justice and to equity. Forasmuch, therefore, as your oratrix is remediless in the premises, by the strict rules of the common law, and can only have relief in a court of equity, where such matters are properly cognizable. In tender consideration whereof, and that the said Robert, the said Susan G., Fielder Magruder and Ann, his wife, and the said Lemuel Sheriff, and Susan, his wife, and the said Amelia Young, may be and appear in your court, with your oratrix, to have all and every

of their rights decided in the premises, and that done which to equity and justice belongs to all parties interested. Your oratrix prays your honors for leave to file this her bill of interpleader in the aforesaid case of Robert Marshall, complainant, and the said Susan G. Beall, defendant, now pending before your honors, and that all of said parties may be made defendants thereto, and that those who are not now parties to said bill of complaint may be compelled to interplead in the same, and to have their rights and demands in the premises settled and adjusted by your honors, according to equity and justice; and that, in the mean time, that said Robert be enjoined from proceeding upon the judgment aforesaid, and that your honors do grant an injunction to that effect, directed to him, his aiders and abettors, and all persons therein concerned. Your oratrix further prays your honors to grant all other and further relief in the premises that your honors can grant, the same as if it had been specifically prayed for, and that all necessary orders and subpœnas be made and issued, that may be necessary to obtain a full hearing in the premises and to bring the aforesaid parties before your honors, to enable your honors to make that decree in the premises your honors may deem right and proper. Your oratrix also prays that the said Susan G., as trustee aforesaid, may also render an account of her said trusteeship, in every matter and thing, so as to enable your honors to decide in the premises, and upon your honors' having the whole case before you, your oratrix prays your honors to decree that the said property, real and personal, that is the said real estate and the said debt of $1500, with interest and costs, as mentioned in said deed of trust, and the said sum of $400 as aforesaid, bequeathed to said deceased Ann, belong to the heirs of the said deceased, as set forth in the bill of interpleader, or to such as the law may give it to; and that the claim of said Robert to said real estate aforesaid be set aside, and that the said Robert may be perpetually enjoined from putting up any claim to the same; or that your honors do further decree, if it be necessary, that an administrator upon said Ann's estate be appointed, and to give such security as the law directs, to administer said estate, and to make distribution thereof as the law directs; and further, that upon a hearing, the said injunction asked in this bill of interpleader, may be made perpetual; and as in duty bound, will ever pray, &c.

BRENT & BRENT,
For complainant.
AMELIA T. DORSETT.

Washington county, District of Columbia, to wit:

Be it remembered, that upon this 28th day of November, 1836, before me, a justice of the peace, personally appears Amelia T. Dorsett, the oratrix named in the aforegoing bill, and makes oath, that the facts as therein stated to be of her own knowledge are true; and so far as stated to be of the knowledge of others, she believes them to be true; and further that she does not exhibit said bill by fraud or collusion with all or either of the parties named therein, or of any other person or persons,

but only to be secured and indemnified in her separate rights, nor is she in any manner indemnified or secured by any or either of said defendants, nor is this bill exhibited at the request or by the instigation of any of them, but merely of her own free will, and to avoid multiplicity of law suits touching the matters contained in her said bill.

Sworn to before me, GEO. NAYLOR.

Said cause was continued until March term, 1837, when the injunction was dissolved.

Demurrer to bill of interpleader.

Whereupon the defendants, by their solicitors, Coxe & Carlisle, filed the following demurrer to the foregoing bill of interpleader:

The demurrer of Robert Marshall and Richard H. Marshall, jointly and severally, to the bill of interpleader of Amelia T. Dorsett.

The defendants, by protestation, not confessing or acknowledging all or any of the matters and things in the said complainant's bill of interpleader contained, to be true in such manner and form as the same are therein set forth and alleged, do demur to the said bill; and for cause of demurrer shew, that the said complainant hath not in her said bill of interpleader made such a case as entitles her, in a court of equity, to any relief against these defendants, or either of them, as to the matters contained in said bill of interpleader.

And for further cause of demurrer these defendants shew, that although the said complainant's bill is avowedly, and on the face thereof, a bill of interpleader, yet the said complainant doth herself claim an interest in the subject-matter in dispute between the various parties named in the said bill of interpleader.

And for further cause of demurrer the defendants shew, that the said complainant, although she admits in and by her said bill of interpleader that the subject-matter in dispute, or a portion thereof, is money loaned to, and justly due by, the said complainant to the person who shall be adjudged entitled to the specific fund out of which the said loan was made, yet nowhere in the said bill of interpleader does the said complainant offer to bring the said money so loaned into court. Nor hath the same, or any part thereof, been brought into court, to be subject to the decree or order of the court.

Wherefore, and for divers other good causes of demurrer, these defendants do demur to the said bill of interpleader, and they pray the court to adjudge whether they shall make any other or further answer to the same; and they humbly pray to be hence dismissed, with costs, &c., &c.

COXE & CARLISLE,
Sol'ors for def'ts.

Cause set for hearing.

Whereupon the said cause was set for hearing by complainant on bill, answer, exhibits, and replication, and upon the demurrer and bill of in-

terpleader, and the said cause was regularly continued with consent of the parties, and by order of the court, until the 4th Monday of March, 1843, when, all and singular the premises being by the court here seen and understood, and the said parties by their solicitors aforesaid being heard, and after mature deliberation being thereupon had, the said court made the following decree in the premises.

Final decree.

The said bill of injunction, and for general relief, wherein the said Robert Marshall is complainant, and the said Susan G. Beall is defendant, together with the said other bill, by way of cross-bill and bill of interpleader, wherein the said Amelia T. Dorsett is complainant, and the said Robert Marshall is defendant, having been regularly set for hearing by consent of the parties, as well upon the said first mentioned bill, the answer thereto, the replication to said answer, and the several exhibits and papers therewith filed, and in the proceedings mentioned, as upon the last mentioned bill and the demurrer of the said Robert Marshall thereto, and as if taken for confessed against the other defendants therein named or referred to, this court upon consideration of the premises, and the arguments of counsel, as well in behalf of the said complainants respectively, as of the said defendants respectively, has ordered and decreed, and now here, on this 23d day of May, 1843, doth order and decree, that the said first mentioned bill be and the same is hereby dismissed, with costs; that the demurrer of the said Robert Marshall to the last mentioned bill be, and the same is hereby overruled, with costs; that the said Amelia T. Dorsett pay to the said Susan G. Beall all the principal sum of money with the interest thereon recovered against her in the name of said Robert Marshall by the said judgment at law in the proceedings mentioned, to be, together with all such personal property, moneys, securities, stocks, and effects, as have come or may come to the hands of the said Susan G. Beall as trustee for the deceased Ann Marshall in the proceedings mentioned in virtue of the marriage contract, and marriage settlement in the proceedings mentioned, and of the last will and testament of Ann T. Beall, also in the proceedings mentioned, accounted, distributed, and paid over to and among the next of kin by blood of the said deceased Ann Marshall, in the order and proportions prescribed by law for the distribution of the personal estate of persons dying intestate, among such next of kin; that upon the payment by the said Amelia T. Dorsett, in the manner aforesaid, of the principal and interest of the debt so recovered at law against her in the name of the said Robert Marshall as aforesaid, she be, and is hereby exonerated, released and discharged from the said judgment at law so recovered against her; which the clerk of this court, upon such payment being certified to him by said Susan G. Beall, is hereby authorized and required to enter of record as paid and satisfied pursuant to this decree; and that the said Robert Marshall pay to the said Susan G. Beall her costs in this behalf expended, &c., &c. By order of the court:

Test: WM. BRENT, *Clerk.*

23d May, 1843.

Appeal prayed to Supreme Court U. S.

DISTRICT OF COLUMBIA, *Washington county, to wit:*

I, William Brent, clerk of the circuit court of the District of Columbia for the county of Washington, hereby certify, that afterwards, to wit, on the twenty-ninth day of March, 1844, the said defendant, by his solicitor aforesaid, prayed an appeal from the judgment aforesaid, so as aforesaid rendered, to the Supreme Court of the United States; and it is granted him. Whereupon the said defendant, by his solicitor aforesaid, files in court here a certain writing obligatory, commonly called an appeal bond, which being read and heard, and the securities in the said bond being by the court here approved, it is therefore ordered by the said court here, that the record and proceeds aforesaid, with all things thereto relating, be transmitted to the said Supreme Court of the United States; and the same are transmitted to the said court accordingly.

Clerk's certificate and seal.

[L. S.] In testimony whereof I have hereunto subscribed my name and affixed the seal of said court, this 15th day of November, 1844.

W. BRENT, *Clk.*

Filed 6th December, 1844.

No. 19.

Jose Argote Villalobos et al

vs

The United States.-

This case having been re-instated the record is withdrawn.-